

<i>SERFF Tracking Number:</i>	<i>ZURC-125876461</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Zurich Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CW-CM-27884</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Movers Choice</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Companies: American Zurich Insurance Company, American Guarantee and Liability Insurance Company, Zurich American Insurance Company of Illinois, Zurich American Insurance Company

Product Name: Commercial Inland Marine SERFF Tr Num: ZURC-125876461 State: Arkansas
Movers Choice

TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: CW-CM-27884	State Status: Fees verified and received

Filing Type: Form	Co Status: Not Applicable	Reviewer(s): Llyweyia Rawlins, Brittany Yielding
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Author: Roderick Veranga	Disposition Date: 10/31/2008
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Date Submitted: 10/28/2008	Disposition Status: Approved
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Effective Date Requested (New): 01/01/2009	Effective Date (New): 01/01/2009
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Effective Date Requested (Renewal): 01/01/2009	Effective Date (Renewal): 01/01/2009
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State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Authorized
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Project Number:	Domicile Status Comments:
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Reference Organization: N/A	Reference Number: N/A
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Reference Title: N/A	Advisory Org. Circular: N/A
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Filing Status Changed: 10/31/2008

State Status Changed: 10/29/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We wish to file a new declarations page and coverage form for use in your state. These forms will be used on an existing moving and storage program that will now be written by our company.

Along with the declarations page and coverage form, we will also attach all AAIS mandatory state specific endorsements.

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Company and Contact

Filing Contact Information

Roderick Veranga, Business Analyst	roderick.veranga@zurichna.com
1400 American Lane	(847) 413-3054 [Phone]
Schaumburg, IL 60196	(847) 605-7768[FAX]

Filing Company Information

American Zurich Insurance Company	CoCode: 40142	State of Domicile: Illinois
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-3141762	

American Guarantee and Liability Insurance Company	CoCode: 26247	State of Domicile: New York
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-6071400	

Zurich American Insurance Company of Illinois	CoCode: 27855	State of Domicile: Illinois
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-2781080	

Zurich American Insurance Company	CoCode: 16535	State of Domicile: New York
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60102	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-4233459	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per form filing

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Per Company:	No		

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Zurich Insurance Company	\$50.00	10/28/2008	23520320
American Guarantee and Liability Insurance Company	\$0.00	10/28/2008	
Zurich American Insurance Company of Illinois	\$0.00	10/28/2008	
Zurich American Insurance Company	\$0.00	10/28/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/31/2008	10/31/2008

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Disposition

Disposition Date: 10/31/2008
Effective Date (New): 01/01/2009
Effective Date (Renewal): 01/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	Movers Choice Moving and Storage Coverage Declarations	Approved	Yes
Form	Movers Choice Moving and Storage Coverage Form	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Movers Choice Moving and Storage Coverage Declarations	U-CIM-D-149-A CW	10-08	Declaration New s/Schedule		0.00	U-CIM-D-149-A CW 1008 Dec Page.pdf
Approved	Movers Choice Moving and Storage Coverage Form	U-CIM-149-A CW	10-08	Policy/CoveNew rage Form		0.00	U-CIM-149-A CW 1008 Coverage Form.pdf

Movers Choice Moving And Storage Coverage Declarations



Policy Number:

NAMED INSURED:

MAILING ADDRESS:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage is provided under this policy only for coverages where a Limit of Liability is shown.

Coverage A. Liability As A Carrier

- A. Limit of Liability
\$ _____ In or on any one truck
\$ _____ Any one occurrence
- B. Deductible
\$ _____ Any one occurrence

Coverage B. Liability As A Warehouse Operator

- A. Warehouse Locations
- | Address | City | State | Zip |
|----------|------|-------|-----|
| 1. _____ | | | |
| 2. _____ | | | |
| 3. _____ | | | |
| 4. _____ | | | |
| 5. _____ | | | |
| 6. _____ | | | |
| 7. _____ | | | |
| 8. _____ | | | |
- B. Limit of Liability
1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____
5. \$ _____
6. \$ _____
7. \$ _____
8. \$ _____
- c. \$ _____
3. Deductible \$ _____ Any one occurrence

Continued on next page

Additional Coverages**Limits of Insurance**

Uncollectible Charges	\$ _____	Any One Customer	\$ _____	Any One Occurrence
Inventory Costs	\$ _____	Any One Occurrence		
Pollutant Clean Up And Removal	\$ _____	Any One Occurrence		
Debris Removal	\$ _____	Any One Occurrence		
Debris Removal When Not Liable	\$ _____	Any One Occurrence		
Temporary Locations	\$ _____	Any One Occurrence		
Van Line Subrogation	\$ _____	Any One Occurrence		
Employee Dishonesty For Property Of Others	\$ _____	Any One Occurrence		
Contingent Cargo Legal Liability Protection	\$ _____	Any One Occurrence		
Advice Of Coverage	\$ _____	Any Single Document	\$ _____	Aggregate In Transit
			\$ _____	Aggregate In Storage
Errors Or Omissions In Storage Operations	\$ _____	Any One Occurrence		

Coverage Extensions We Provide**Limits of Insurance****Deductible**

Mysterious Disappearance	\$ _____	Any one occurrence	\$ _____	Any one occurrence
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Forms and Endorsements attached to this policy at time of issue:See SCHEDULE OF FORMS AND ENDORSEMENTS

Date of Issue: _____

Countersigned By _____
Authorized Representative

Moving And Storage Coverage Form



Various provisions in this Coverage Form restrict coverage. Please read the entire Coverage Form carefully to determine your rights and duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION I. DEFINITIONS**.

A. COVERAGES AND INSURING AGREEMENTS

1. Coverage A – Liability As A Carrier

We will pay those sums that you become legally obligated to pay as damages because of accidental loss of or damage to "shipper's" goods, including "household goods", office furniture and fixtures, and other property described in the "shipping document", bills of lading or "advice of coverage" and while in your custody and control in the ordinary course of transit, or while being moved within or between the "shipper's" location(s).

2. Coverage B – Liability As A Warehouse Operator

We will pay those sums that you become legally obligated to pay as damages because of accidental loss of or damage to "customer's" goods, including "household goods", office furniture or fixtures, and other property which you have accepted under a "shipping document", "storage document" or "advice of coverage" for storage, repositioning, packing, crating, or similar service. The loss of or damage to the "customer's" goods must occur during the coverage period at a "specified location" or a "temporary location". Accidental loss and damage includes the sale, removal or disposition of "customer's" goods resulting from your error.

If as a result of accidental loss of or damage to "customer's" or "shipper's" property, you are also found liable for duties and taxes, we shall consider such duties and taxes covered as damages.

We will defend any suit seeking those damages mentioned above. We may investigate and settle any claim or suit at our discretion. We do not have to provide a defense after we have paid the applicable Limits of Insurance on judgments or settlements.

B. SUPPLEMENTAL PAYMENTS

In addition to the Limits of Insurance, we will pay:

1. Expenses we incur to adjust claims or suits;
2. Costs, including all expenses of litigation, taxed against you in any suit we defend;
3. All interest which accrues after the entry of a judgment in a suit we defend. Our duty to pay interest ends when we pay that part of the judgment which does not exceed our Limits of Insurance;
4. Premiums on appeal bonds:
 - a. In any suit we defend;
 - b. To release attachments in any suit we defend.

But we will not pay premiums for bond amounts greater than the applicable Limit of Insurance, and we have no obligation to apply for or furnish any bonds;

5. Reasonable expenses you incur at our request to help us investigate or defend against a claim or suit.

6. Sue and Labor And Additional Expenses

a. Sue and Labor

Coverage applies to your responsible expenses incurred when, in case of loss, destruction or damage, it becomes unlawful and necessary for you to sue, labor and travel for the purpose of defending, safeguarding and recovering the covered property which is at your liability for care, custody or control while acting as a warehouseman, bailee or carrier.

b. Additional Expenses

Coverage applies to the cost you incur for labor and materials necessitated in repacking, re-crating, the extra labor expenses to separate damaged from undamaged property, watchmen to protect property, expediting labor expenses, expenses incurred saving and protecting customers' goods in the face of incipient loss and preventing further loss or damage; cost of which with due diligence by you, cannot be allocated to individual storage lots.

C. ADDITIONAL COVERAGES, LIMITED ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

1. Additional Coverages

The limit for each Additional Coverage shown below is an additional amount of insurance unless otherwise stated. No Deductible applies to these Additional Coverages unless specified below.

a. Uncollectible Charges

In the event of a loss or damage arising from your liability, as insured by this Coverage Form, we will also pay your accrued storage charges or earned freight charges not collected from others. There shall be no recovery for accrued storage charges more than ninety (90) days delinquent from the end of the month in which payment was due. Earned freight charges included in any payment of claims made to a "shipper", consignee, or other party making such claim shall relieve us of any liability to also pay such earned freight charges to you.

- (1)** The most we will pay under this Additional Coverage for accrued storage charges or earned freight due from any one "customer" or "shipper" is the amount shown in the Declarations for Uncollectible Charges – Any One "Customer".
- (2)** The most we will pay under this Additional Coverage for accrued storage charges or earned freight in any one "occurrence", regardless of the number of "customers" or "shippers" who have property in your care, custody or control, is the amount shown in the Declarations for Uncollectible Charges – Any One "Occurrence".

b. Inventory Cost

We will pay your cost of appraisal, adjustment, inventory or other preparation of loss data necessary in connection with any claim of \$5,000 or more which is covered under this Coverage Form.

The most we will pay under this Additional Coverage in any one "occurrence", regardless of the number of "customers" who have property in your care, custody or control is the amount shown in the Declarations for Inventory Cost.

c. Household Goods Under Government Non-Temporary Storage Agreements And Only When Required By Contract

In the event of loss to "household goods" under Government Storage Agreements resulting from fire, flood, mold, mildew, atmospheric conditions, or similar types of occurrences, we will pay the necessary charges incurred for unpacking, drying, and the preparation of the report of damages as required under the terms of the written contract between you and the United States Government.

When you are liable for loss of or damage to the property, we will pay other charges including, but not limited to:

- (1)** Dry cleaning, laundering, oiling, finishing surfaces and other similar preventive measures;
- (2)** Re-packing and re-stacking the items for continued storage;

- (3) We will pay penalties mandated in the government tariff for late pickup or delivery of shipments. The maximum penalties shall not exceed \$500 for any one shipper or \$1,000 for any one "occurrence" regardless of the amount set by tariff.

d. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water away from the "specified locations", if the expense is the direct result of loss or damage for which you are liable, and such liability is covered under this Coverage Form.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage in any one "occurrence" is the amount shown in the Declarations for Pollutant Clean Up And Removal.

e. Debris Removal

- (1) We will pay your expense to remove debris of goods and merchandise belonging to others which are in your care, custody or control as a warehouse operator or bailee. The expense to remove the debris must be the result of loss or damage for which you are liable and such liability is covered under this Coverage Form.

This Additional Coverage only applies if no later than 180 days from the date of the loss or damage to the property of others, or 180 days from the expiration date of this Coverage Form, whichever comes first, you:

- (a) Discover the loss or damage; and
- (b) Report the cost to us in writing.

The most we will pay for this Additional Coverage is 25% of:

- (a) The amount we pay for the direct physical loss of or damage to property for which you are liable; less
- (b) The deductible in this policy applicable to that loss or damage.

Payments under this Debris Removal Additional Coverage will not increase the Limit of Insurance that applies to your liability for the loss or damage.

(2) Debris Removal Additional Limit

If your cost for debris removal exceeds the amount we pay under the Limit of Insurance that applies to your liability for the loss or damage, we will pay up to the lesser of:

- (a) 10% of the applicable Limit of Liability; or
- (b) The amount shown in the Declarations for Debris Removal.

(3) We will not pay under this Additional Coverage:

- (a) The cost, including "clean-up costs", to extract "pollutants", asbestos or "lead" from land, water or other property, except as provided under Additional Coverage **4. Pollutant Clean Up And Removal**;
- (b) The cost to repair, replace or restore property damaged or destroyed by debris removal;
- (c) The cost, including "clean-up costs", to remove debris from any location used for handling, treatment, storage or disposal of waste unless this Coverage Form is extended to cover personal property of others at that specifically identified location.

f. Debris Removal When Not Liable

If loss or damage occurs to the property of others in your care, custody or control and you are not liable for such loss or damage, we will reimburse you for the reasonable cost to remove the debris of the lost or damaged property.

We will only reimburse you for the expenses you incur with exceed \$5,000.

The most we will pay under this Additional Coverage in any one "occurrence", regardless of the number of depositors who have property in your care, custody or control, is the amount shown in the Declarations for Debris Removal When Not Liable.

We will not reimburse you for debris removal expenses:

- (1) Incurred by the owner of the lost or damaged property;
- (2) Which you have collected from others;
- (3) Which is the result of:
 - (a) Loss or damage to the property of others caused by or resulting from:
 - (i) The enforcement of any ordinance or law:
 - ((a)) Regulating the construction, use or repair of any property; or
 - ((b)) Requiring removal of any property;
 - (ii) The seizure or destruction of property by order of governmental authority. But we will pay for the acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form;
 - (b) The abandonment of the property by the property owner or depositor;
 - (c) The disposal of the property as a result of unpaid storage charges;
 - (d) Any loss or damage for which you are liable.

This Additional Coverage only applies if you have incurred the expense of removing debris:

- (1) Within 180 days from the date of the loss or damage to the property of others, or 180 days from the expiration date of this Coverage Form, whichever comes first; and
- (2) You have reported your costs to us in writing.

We will not pay under this Additional Coverage:

- (1) The cost, including "clean-up costs", to extract "pollutants", asbestos or "lead" from land, water or other property except as provided under Additional Coverage **d. Pollutant Cleanup And Removal**;
- (2) The cost to repair, replace or restore property damaged or destroyed by debris removal;
- (3) The cost, including "clean-up costs", to remove debris from any location used for handling, treatment, storage or disposal of waste unless this Coverage Form is extended to cover personal property of others at that specifically identified location.

g. Van Line Subrogation

We will pay those sums for which you become contractually obligated to pay under the terms of your "primary van line contract" as a result of loss of or damage to a "shipper's" or "customer's" goods.

This coverage applies only if:

- (1) The "shipper's" or "customer's" goods are in your care, custody or control; and
- (2) The "shipping document" or "storage document" is not between you and the "shipper" or "customer".

The most we will pay under this Additional Coverage in any one "occurrence" is the amount shown on the Declarations for Van Line Subrogation. This Limit of Insurance is part of, and not in addition to, the Limits of Liability shown for **Coverage A. Liability As A Carrier** or **Coverage B. Liability As A Warehouse Operator**.

h. Preservation Of Property

(1) At Covered Locations

If it is necessary to move covered property from any covered location to preserve it from loss or damage from a covered cause of loss, we will pay for the cost of removal and any direct physical loss or damage to that property while it is being moved or while temporarily stored at another location, but only if the loss or damage occurs within 30 days after the property is first moved.

(2) While In Transit

It may be necessary for you to pursue action which may be needed to reduce actual or imminent loss to covered property in transit or to recover such property in transit after a covered cause of loss has occurred. We agree to pay the expenses you incur to protect or recover such property.

Payment under this Additional Coverage will not increase any applicable Limit of Liability.

i. Employee Dishonesty For Property Of Others

(1) We will pay for loss or damage to "shipper's" or "customers" property caused by or resulting from dishonest or alleged criminal acts of your employees.

(2) The most we will pay under this Additional Coverage in any one "occurrence" for any one "shipper" or "customer" is the amount shown in the Declarations for Employee Dishonesty For Property Of Others. This Limit of Insurance is part of, and not in addition to, the Limits of Liability shown for **Coverage A. Liability As A Carrier** or **Coverage B. Liability As A Warehouse Operator**.

(3) Exclusion 3. does not apply to your employees if:

(a) You, and

(b) Any of your partners, officers or directors not in collusion with the employee

have no knowledge of any dishonest act committed by that employee after becoming employed by you.

(4) Cancellation as To Any Employee

The insurance provided by this Coverage Form is cancelled as to any employee immediately upon discovery by you or any of your partners, officers or directors not in collusion with the employee, of any dishonest act committed by that employee after becoming employed by you.

j. Contingent Cargo Legal Liability Protection

(1) We will pay those sums that you become legally or contractually liable for as a result of direct physical loss or damage to "shipper's" or "customer's" goods while under the authority of or in the care, custody or control of another mover or warehousemen.

Under this coverage we will only pay the minimum legal liability limit governing the type of shipment or warehousing under which such loss occurs. In no case will we pay more than the fair market value or replacement cost value for such loss.

(2) We will pay those sums that you become legally or contractually liable for as a result of direct physical loss or damage to your "shipper's" or "customers" property when the "last handler" of the property fails to settle or pay the claims of your "shippers" or "customers", but only if such loss or damage is discovered during the policy period.

(3) The most we will pay under this Additional Coverage in any one "occurrence" is the amount shown in the Declarations for Contingent Cargo Legal Liability Protection. This Limit of Insurance is part of, and not in addition to, the Limit of Insurance for **Coverage A. Liability As A Carrier** or **Coverage B. Liability As A Warehouse Operator**.

k. Advice Of Coverage For Transit Or Storage

(1) We authorize the issuance of any “advice of coverage” to your “shippers” or storage “customers”. These forms will provide coverage for risks of direct physical loss or damage from any external cause of lawful property in the course of transit or while in storage at a designated location.

(2) The most we will pay in any single “advice of coverage” for property in transit or storage is the amount shown in the Declarations for Advice Of Coverage Any Single Document.

The aggregate of all “advice of coverage” for property in transit at any one time may not exceed the amount shown in the Declarations for Advice of coverages Aggregate In Transit.

The aggregate of all “advice of coverage” for property in storage at any one “specified location” may not exceed the amount shown in the Declarations for Advice Of Coverages Aggregate In Storage.

(3) The applicable Deductible shown in the Declarations for **Coverage A. Liability As A Carrier** or **Coverage B. Liability As A Warehouse Operator** shall apply to any and all claims. All other provisions of Section **G. DEDUCTIBLE** apply to this Additional Coverage. If the Deductible amount shown in any individual “advice of coverage” is less than the amount shown on the Declarations, you agree to reimburse us for this difference after we have settled any claim.

(4) Difference in Coverage

The insurance provided by the “advice of coverage” is primary in regard to any claim or suit to which the “advice of coverage” applies. If loss or damage is payable under the “advice of coverage” but is not payable under the terms of this Coverage Form, the terms of the “advice of coverage” will apply.

(5) Other Terms and Conditions

(a) “Advice of coverage” must be issued in compliance with any state laws or tariffs regarding the handling and issuance of such documents.

(b) All other terms, conditions and limitation shown on the “advice of coverage” as well as those of this Coverage Form apply to this coverage.

l. Errors Or Omissions In Storage Operations

(1) We will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, as a result of the sale, removal or disposition of “customer’s” property in your care, custody or control. It is a condition of this Additional Coverage that you must, to the best of your knowledge, follow the standard industry practices and legally approved procedures prior sale, removal or disposition of such property.

(2) We have the right and duty to defend the insured against any suit seeking damages to which this insurance applies. However, we will have no duty to defend you against any suit seeking damages to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or suit that may result. Our right and duty to defend you ends when you have used up the applicable Limit of Insurance in the payment of judgments or settlements.

(3) The most we will pay under this Additional Coverage in any one “occurrence” is the amount shown in the Declarations for Errors Or Omissions In Storage Operations.

2. Limited Additional Coverages

The limit for each Limited Additional Coverage shown below is included in, and not in addition to, the Limit of Liability shown in the Declarations. The applicable Deductible, as shown in the Declarations, will apply.

a. Collectibles, Valuable Papers, Precious Or Semi-Precious Stones, Metals, Fur And Jewelry

We will pay for loss of or damage to stamp collections, letters or packets of letters, “valuable papers”, precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys, furs, garments trimmed with fur or jewelry when those items are a part of a “customer’s” or “shipper’s” storage lot or shipment consisting of “household goods” which you have accepted under a “shipping document” or “storage

document". The most we will pay under this Limited Additional Coverage is \$10,000 for any one "occurrence" unless the items are scheduled on the "shipping document".

If you accept business records for shipping, storage, or other services, we will only pay for the loss or damage to these records based on the valuation set forth in the "shipping document" or "storage document". We will not pay based on the intrinsic value of the records, nor will we pay any costs to reconstruct the records that exceed the valuation set forth in the "shipping document" or "storage document".

b. Fine Arts And Antiques

We will pay for loss of or damage to fine arts and antiques which are part of the "shipping document" or "storage document".

For such fine arts and antiques, we will pay the lesser of:

- (1) The original acquisition cost; or
- (2) The market value at the time of loss; or
- (3) The stated limit on the schedule that is part of the "shipping document" or "storage document"; or
- (4) The appraised value.

3. Coverage Extension

Mysterious Disappearance

You may extend coverage to apply to loss of or damage to "household goods" occurring as a result of unexplained loss, mysterious disappearance, loss or shortage disclosed on taking inventory. The most we will pay in any one "occurrence" for this Coverage Extension is the amount shown in the Declarations for Mysterious Disappearance. This Coverage Extension is subject to the applicable Deductible as shown in the Declarations. This is an additional amount of insurance.

D. PROPERTY NOT COVERED

We will not pay for loss of or damage to the following property:

1. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, letter of credit, bullion, stock certificates, and credit cards.
2. Stamp collections, letters or packets of letters, "valuable papers", precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys, furs, garments trimmed with fur or jewelry. However, this exclusion shall not apply to the extent coverage is provided in Limited Additional Coverage **a. Collectibles, Valuable Papers, Precious Or Semi-Precious Stones, Metals, Fur And Jewelry.**
3. Perishable property which requires refrigeration or an artificially controlled temperature.
4. Contraband or property in the course of illegal transportation or trade.
5. Live animals and plants.
6. Property for which you have assumed liability under a written or oral contract in excess of liability imposed upon you by law as a warehouse operator or bailee.

This exclusion shall not apply with respect to liability you assume for "household goods" which you have accepted under a "shipping document" or "storage document".

7. Property not under a "shipping document" or "storage document".
8. Property while waterborne.

E. EXCLUSIONS

This insurance does not apply to any loss or damage:

1. To property of others at the "specified location" or at a "temporary location" when your relationship to the "customer" is that of a lessor of a storage place.

2. Caused by or resulting from delay, loss of market or use, interruption of business or any other consequential loss extending beyond the direct physical loss of or damage to property.
3. Caused by or resulting from any dishonest, fraudulent or criminal act(s) by you, any of your partners, employees (including leased employees), or any other person in your service including operators under contract to you whether acting alone or in collusion with others or whether or not occurring during the hours of employment or service.
4. Caused by or resulting from inherent vice, wear and tear, rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself. This exclusion does not limit coverage provided under Additional Coverage **c. Household Goods Under Government Non-Temporary Storage Agreements And Only When Required By Contract.**
5. Caused by or resulting from fungus, mold(s), mildew or yeast or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast.
 - a. Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms.
 - b. Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s).
 - c. Spores mean any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms.
6. Caused by or resulting from nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals.
7. Caused by or resulting from dampness or dryness of atmosphere; changes in or extremes of temperature; shrinkage; evaporation; loss of weight; contamination; or change in flavor, color, texture or finish. This exclusion does not limit coverage provided under Additional Coverage **c. Household Goods Under Government Non-Temporary Storage Agreements And Only When Required By Contract.**
8. Caused by or resulting from the seizure of destruction of property by order of governmental authority. But we will pay for the acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.
9. Caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
10. Caused by or resulting from:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
11. Caused by or resulting from the payment of fines, assessments, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in the payment, denial, or settlement of any claim or loss.
12. Caused by or resulting from any act or omission, or direction of "customer" or "shipper" including damage or breakage resulting from improper packing by "customer" or "shipper".
13. Caused by or resulting from forged "storage documents" or shipping documents. This exclusion shall not apply to loss of "household goods" which you have accepted under a "shipping document" or "storage document".
14. Loss or damage discovered after the property has left your physical custody and control unless due exceptions have been noted in your inventory sheets by you and the "customer" or "shipper" taking custody or unless there is

visible evidence presented that such loss or damage occurred during the time the lost or damaged property was in your physical custody or control.

F. LIMITS OF INSURANCE

The limits of Insurance shown in the Declarations for each coverage is our total Limit of Insurance for all damages which result from any one "occurrence".

G. DEDUCTIBLE

We will not pay for a loss or damage in any one "occurrence" until the loss or damage exceeds the Deductible shown in the Declarations for coverage(s) provided by this Coverage Form. We will then pay the amount of the loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

If more than one Deductible is applicable for coverages provided by the Coverage Form, we will only apply the largest deductible that is applicable.

The claims of several "customers" or "shippers" for loss or damage resulting from any one "occurrence" will be subject to only one Deductible.

If we settle a claim directly with your "customer" or "shipper", you must reimburse us for the full amount of the Deductible within thirty (30) days after we bill you for the Deductible amount. If you fail to pay us promptly, we may cancel this policy in accordance with the statutory provisions of the state.

H. GENERAL CONDITIONS

1. Territorial Limits

This policy covers only loss of or damage to property occurring:

- a. Within the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- b. In the course of transportation, including international waters or airspace, between or among all points within the territory described in paragraph a. above.

2. Indemnity Agreement

You must reimburse us all sums for a loss that we have paid and that we would not have been required to pay except for the attachment to this policy of any federal, state, or other regulatory endorsement.

You must reimburse us within 30 days after we have notified you that we have paid a loss that we would not have been required to pay except for the attachment of a required regulatory endorsement.

3. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Form.

4. Other Insurance

If there is any other insurance which, in the absence of this insurance, would cover the property or the liability covered hereunder, then this insurance shall apply only as excess over such other insurance.

5. Duties In The Event Of A Loss

The following apply in addition to the Duties In The Event Of A Loss provision contained within the Inland Marine Conditions attached to the Coverage Form.

If you know of a claim or an "occurrence" which could give rise to a claim, you must see that the following duties are performed:

- a. You shall do what is reasonably necessary to minimize the loss or damage and to protect property of others from any further loss or damage. Any expense in doing this shall be shared by you and us according to your and our interests. If you move the property to a safe place, that property of others will continue to be covered and we will reimburse you for the reasonable expenses of doing so. You must tell us as soon as practical that you have done this.
- b. You must see to it that we are notified as soon as practicable of any "occurrence" which may result in a claim, suit or loss. To the extent possible, notice shall include:
 - (1) Your name and policy number;
 - (2) The date, place and full details of the claim or "occurrence";

- (3) The name and address of any person making a claim;
- (4) The name and addresses of any witnesses to the "occurrence"; and
- (5) Include a description of the property involved. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- c. If a claim or "occurrence" involves a violation of law, you agree to promptly notify the law enforcement agency with jurisdiction.
- d. If a claim or suit arising out of an "occurrence" is made against you, you must:
 - (1) Immediately record the specifics of the claim or suit and the date received;
 - (2) See to it that we receive written notice of the claim or suit as soon as practicable;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization with whom you may be liable to you because of damage to which this insurance applies.
- e. You will not, except at your own cost, voluntarily make a payment, assume an obligation, or incur any expense, without our consent.

6. Legal Action Against Us

- a. No one may bring legal action against us under this Coverage Form unless:
 - (1) There has been full compliance with all the terms of this Coverage Form; and
 - (2) Your obligation to pay a claim has been determined by either a court judgment or written agreement by you, us and the claimant.
- b. Any person or organization or its legal representative which has secured such judgment or written agreement has the right to recover under the policy to the extent of the insurance provided by it.
- c. No person or organization has a right under this Coverage Form to join us as a party or otherwise bring us into an action to determine your liability.

7. Bankruptcy Of An Insured

Bankruptcy or insolvency of an insured does not relieve us of our obligations under this Coverage Form.

8. Loss Payment Options

In the event of a loss covered by this Coverage Form, we have the following options:

- a. Pay the value of the lost or damaged property;
- b. Pay the cost of repairing or replacing the lost or damaged property;
- c. Rebuild, repair or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time;
- d. Take all or any part of the property at the agreed or appraised value.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owner's property. Under no circumstances will we pay the owners more than their financial interest in the Covered Property.

We must give you notice of our intent to rebuild, repair or replace within 30 days after receipt of a duly executed proof of loss.

9. Appraisal

If you and we do not agree on the amount of the loss or the value of the covered property, either party may demand that these amounts be determined by appraisal.

If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

10. Conformity With Statute

When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

11. Misrepresentation, Concealment Or Fraud

This coverage is void as to you and any other insured if, before or after a loss:

- a.** You or any other insured have willfully concealed or misrepresented:
 - (1)** A material fact or circumstance that relates to this insurance or the subject thereof; or
 - (2)** Your interest herein; or
- b.** There has been fraud or false swearing by you or any other insured with regard to a matter that relates to this insurance or subject thereof.

12. Recoveries

If we pay you for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- a.** You must notify us promptly if you recover property or receive payment;
- b.** We must notify you promptly if we recover property or receive payment;
- c.** Any recovery expenses incurred by either are reimbursed first;
- d.** You may keep the recovered property but you must refund to us the amount of the claim paid or any lesser amount to which we agree; and
- e.** If the claim paid is less than the agreed loss due to a deductible or other limiting term of this policy, any recovery will be pro rated between you and us based on our respective interest in the loss.

13. Subrogation

If we pay for a loss, we may require you to assign to us your right of recovery against others. You must do all that is necessary to secure our rights. We do not pay for a loss if you impair this right to recover.

14. Certificates Of Insurance

All parties to whom a Certificate of Insurance has been issued and is on file with us are automatically added to this policy either as additional insureds, mortgagees or loss payees, as described in the Certificates of Insurance.

I. DEFINITIONS

1. "Advice of coverage" means "household goods" that are the property of your "customers" on which you have agreed to place into effect coverage for the "customers" account. You agree to issue the bill of lading and "advice of coverage" to your "customer" on the forms provided or approved by us. The coverage will not be prejudiced by any unintentional delay or inadvertent omission or error in the issuance of the "advice of coverage".
2. "Clean-up cost" means the costs associated with or made necessary by any claim, suit, request, demand or proceeding requiring the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or accessing the effects of any of the following:
 - a. "Pollutants";
 - b. Asbestos;
 - c. "Lead";
 - d. Any loss or damage we do not cover.
3. "Customer" means the party who contracts for the storage service. Only the person, persons, or organization whose name appears on the "storage document" will be considered the "customer". A "customer" may designate in writing a third party to act on its behalf.
4. "Household goods" means:
 - a. Personal effects and property used or to be used in a dwelling, when a part of the equipment or supplies of such dwelling, and similar property if the transportation of such effects or property is:
 - (1) Arranged and paid for by the householder, including transportation of property from a factory or store when the property is purchased by the householder with intent to use in his or her dwelling; or
 - (2) Arranged and paid for by another party.
 - b. Furniture, fixtures, equipment, and the property of stores, offices, museums, institutions, hospitals or other establishment, including objects of art, displays and exhibits which because of their unusual nature or value require specialized handling or equipment, but excluding stock in trade while in the course of commercial distribution.
5. "Last handler" refers to the mover, trucker, packer, van line, hauler, sub-hauler, or warehousemen having custody of the "shipper's" or "customer's" goods immediately prior to delivery of such goods to the "shipper" or "customer".
6. "Lead" means, but is not limited to, the mineral "lead" in any form, whether or not the "lead" is:
 - a. Pure;
 - b. Contained in, or on, or incorporated into, products, goods or materials;
 - c. Solid, liquid, gaseous or in fumes; or
 - d. Contained in any part of any building, structure, building materials, products or any other real or personal property.
7. "Occurrence" means:
 - a. An accident that takes place during the policy period;
 - b. A continuous or repeated exposure to substantially the same general conditions during the policy period, which you neither expected nor intended to happen. All such exposures occurring at any "specified location" or "temporary location" will be considered one "occurrence".
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, mercury, PCBs, chemicals, cooling oils and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
9. "Primary van line contract" means the document executed by you and an interstate van line company appointing you as a full-service agent of the van line company.

10. "Shipper" means the party who contracts for the moving service. Only the person, persons or organization whose name appears on the "shipping document" will be considered the "shipper". A "shipper" may designate a third party to act on its behalf.
11. "Shipping document" means a tariff document, bill of lading, shipping receipt, freight bill, interline agreement, contract for services, or a master moving agreement.
12. "Specified location" means a warehouse facility occupied by you as a warehouse and listed in the Declarations.
13. "Storage document" means a warehouse receipt, storage receipt, inventory control document, or master storage agreement.
14. "Temporary location" means:

- a. A facility occupied by you as a warehouse for overflow or short-term storage and can include newly acquired locations not yet reported to us;
- b. A facility not owned or operated by you which is used to carry out a government contract.

Coverage ceases at any "temporary location" one hundred twenty (120) days from the initial date of occupancy. "Temporary locations" occupied longer than one hundred twenty (120) days during the policy period must be reported to us within this one hundred twenty (120) day period to continue coverage on that location.

15. "Valuable papers" means written, printed and otherwise inscribed documents and records, including, but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro inscribed documents, manuscripts and media, but not including Electronic Data Processing Data or Electronic Data Processing Programs, or money or securities.

The term securities means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

<i>SERFF Tracking Number:</i>	<i>ZURC-125876461</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Zurich Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CW-CM-27884</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Commercial Inland Marine Movers Choice</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	ZURC-125876461	State:	Arkansas
First Filing Company:	American Zurich Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	CW-CM-27884		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	Commercial Inland Marine Movers Choice		
Project Name/Number:	/		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	10/31/2008
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Comments:

Attachment:

CW-CM-27884 P&C Trans.pdf

Satisfied -Name:	Filing Memorandum	Review Status:	Approved	10/31/2008
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Comments:

Attachment:

Form Explanatory Memo.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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f. State Filing #:																					
g. SERFF Filing #:																					
h. Subject Codes																					


3. Group Name	Group NAIC #
Zurich North America	212

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Guarantee & Liability Insurance Co.	NY	26247	36-6071400	0212
American Zurich Insurance Company	IL	40142	36-3141762	0212
Zurich American Insurance Company of Illinois	IL	27855	36-2781080	0212
Zurich American Insurance Company	NY	16535	36-4233459	0212

5. Company Tracking Number	CW-CM-27884
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Roderick Veranga 1400 American Lane Schaumburg, IL 60196	Business Analyst	847-413-3054	847-605-7768	Roderick.veranga@zurichna.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Roderick Veranga

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	0.9
12. Company Program Title (Marketing title)	Movers Choice Moving and Storage
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: January 1, 2009 Renewal: January 1, 2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 28, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	CW-CM-27884
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We wish to file a new declarations page and coverage form for use in your state. These forms will be used on an existing moving and storage program that will now be written by our company. The forms are based on an already approved AIG filing.

Along with the declarations page and coverage form described below, we will also attach all AAIS mandatory state specific endorsements.

U-CIM-D-149-A CW (10-08) Movers Choice Moving And Storage Coverage Declarations

This declarations page is used with U-CIM-149-A CW (10-08) Movers Choice Moving And Storage Coverage Form (see below). It identifies the insurance company providing insurance, the insured information and the policy limits and deductibles by coverage.

U-CIM-149-A CW (10-08) Movers Choice Moving And Storage Coverage Form

This coverage form is used to provide coverage for damages the insured becomes legally obligated to pay because of loss of or damage to goods accepted under a shipping document while in the ordinary course of transit. Bill of lading must be issued to avoid liability for a full value of a shipment.

This coverage form is also used to provide coverage for damages the insured becomes legally obligated to pay because of loss of or damage to goods accepted for storage under a storage document. The insured must issue a warehouse receipt for all property being stored beyond the acceptable 90 day SIT period.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**Form Explanatory Memorandum
Movers Choice Moving And Storage**

We wish to file a new declarations page and coverage form for use in your state. These forms will be used on an existing moving and storage program that will now be written by our company. The forms are based on an already approved AIG filing.

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We wish to file these forms with an effective date of January 1, 2009.